IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION

APPEAL NO.331 OF 1997
IN
COMPANY PETITION NO.190 OF 1995

Rallis India Limited .. Appellants.
V/s.
ISF Limited .. Respondents.

Mr.D.D. Madon with A. Kherda i/b. Advani & Co. for the appellants.

Mr.P.N. Mody i/b. Gagrat & Co. for the respondents.

CORAM : R.M. LODHA, &
J.P. DEVADHAR, JJ.

DATED : 3RD SEPTEMBER, 2004.

P.C. :

The learned counsel for the parties tendered consent terms, marked 'X' for identification purposes.

2. The consent terms are signed by the appellants through their company secretary and the respondents through their director. The consent terms are also signed by the advocates for the parties.

3. The appeal is disposed of in terms of the consent terms. The undertaking given by the appellants in para 1 of the consent terms is

accepted.

4. Upon the appellants satisfying the Prothonotary & Sr. Master that the due payment as per consent terms has been made, the bank guarantee furnished by the appellants shall stand discharged.

5. No costs.

6. Certified copy expedited.

(R.M. LODHA, J.)

(J.P. DEVADHAR, J.)